

Exhibit 13

ORIGINAL

1

DAY THREE

V I R G I N I A:

IN THE CIRCUIT COURT OF ARLINGTON COUNTY

ANDREW F. CLARK,

Plaintiff,

vs.

MICHELLE A. CLARK,

Defendant.

X

: Case No: CL14-1986

X

Arlington, Virginia
July 10, 2015

The above-entitled matter came on for
hearing before THE HONORABLE DANIEL S. FIORE, II,
Judge in and for the Circuit Court of Arlington
County, Arlington, Virginia, before Jeannie M.
LaCroix, a Verbatim Reporter and Notary Public in
and for the Commonwealth of Virginia, when there
were present on behalf of the respective parties:

JEANNIE M. LACROIX
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1 APPEARANCES:

2 On behalf of the Plaintiff:

3 RONALD L. HISS, ESQUIRE
4 RENE ROCHELEAU-LUCERO, ESQUIRE
2020 North 14th Street, Suite 510
Arlington, Virginia 22201

5 On behalf of the Defendant:

6 MICHAEL L. POE, ESQUIRE
7 ARQUILLA & ASSOCIATES, PLC
Oak Tree Plaza
8 6078 Franconia Road, Suite D
Alexandria, Virginia 22310-4425

9 Guardian ad litem:

10 ROBIN L. ROBB, ESQUIRE
11 6045 Wilson Boulevard, Suite 101
Arlington, Virginia 22205
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P R O C E E D I N G S

(Whereupon, the court reporter was previously sworn by the court in the above-entitled matter.)

THE COURT: Sorry to interrupt your party.

MR. HISS: Your late to the party.

THE COURT: Yes, I guess.

MR. HISS: Your Honor, I would like to report that Mr. Poe and I had the most productive 15 minutes of this entire two year odyssey.

THE COURT: Good, glad to hear it.

MR. HISS: All the numbers are resolved.

THE COURT: All right.

MR. HISS: We're going to prepare a more detailed order, because we have some approximations.

THE COURT: Okay.

MR. HISS: There will be no legal argument on the part of Mr. Poe nor myself.

THE COURT: Okay.

MR. HISS: We've resolved the spousal support, rehabilitative. We've resolved the buy-out number for the house. We've resolved the terms for the buy-out number for the house.

1 The only thing we're going to argue about
2 is we don't think the guardian ad litem should be
3 paid.

4 MS. ROBB: (The guardian laughs.)

5 MR. POE: I'm also still requesting
6 attorney's fees, Your Honor.

7 MR. HISS: And his request for attorney's
8 fees, which I'm going to argue.

9 THE COURT: Okay.

10 MS. ROBB: And I do have a custody and
11 visitation order.

12 MR. HISS: And it's agreed to.

13 MS. ROBB: And it's --

14 THE COURT: Okay.

15 MS. ROBB: Well, it has got the objections
16 noted to whatever.

17 THE COURT: Sure.

18 MS. ROBB: The only thing that is left
19 open is I don't know how long their clients need to
20 pay me.

21 THE COURT: Well, what's going to happen
22 with the house? That may answer that question.

23 MR. HISS: We've agreed on a number on the

1 house.

2 Mr. Clark, how long will it take you to
3 know whether you can buy her out?

4 MR. CLARK: Your Honor, I plan to buy her
5 out.

6 MR. HISS: It's a payment plan.

7 THE COURT: It's a payment plan?

8 MR. HISS: It's a payment plan for her
9 interest in the house.

10 THE COURT: So Mr. Clark is entering into
11 a payment plan with Mrs. Clark?

12 MR. HISS: Judge Fiore, I wear hearing
13 aids. I couldn't wear them today, because my ears
14 hurt so badly. So you've got to speak up; and I'm
15 sorry about that.

16 THE COURT: So Mr. Clark is going to
17 purchase Mrs. Clark's interest over a period of
18 time?

19 MR. HISS: Yes, sir.

20 THE COURT: Okay.

21 MR. HISS: We've agreed to the terms.

22 THE COURT: Okay. So when is this going
23 to start?

1 MR. HISS: September 1st.

2 Mr. Clark, how fast can you get her the
3 downpayment?

4 MR. CLARK: Let's say a week.

5 MR. HISS: The first big chunk to get her
6 on her feet is in a week.

7 THE COURT: All right. So 30 days to pay
8 the GAL's fees?

9 MS. ROBB: That's fine with me.

10 MR. CLARK: I will have my share of the
11 fees.

12 MR. POE: My client may need a little bit
13 more time on that, Your Honor.

14 THE COURT: Okay.

15 MR. POE: I mean, we calculated the first
16 payment as what she needs to get started with moving
17 out and all of these up front costs.

18 THE COURT: How about half in 30 days and
19 the balance in 45 days?

20 MR. POE: Yes, sir.

21 THE COURT: Okay. That makes it a little
22 easier for her.

23 MR. HISS: It's just a matter of how his

1 resources --

2 THE COURT: All right.

3 MR. HISS: We see a priority, Your Honor,
4 of getting Mrs. Clark a chunk of money to get on her
5 feet. And then the next priority is to get Mrs.
6 Robb paid as much as we can, because God knows she
7 has earned it and worked her rear off.

8 THE COURT: All right. That's why I said
9 half in 30 and the balance in 45.

10 So how about the transition for the
11 physical custody, has that been resolved?

12 MS. ROBB: That is resolved, Judge. We
13 have a schedule that's set forth in this order.

14 THE COURT: Okay.

15 MS. ROBB: And what it essentially is, is
16 like from Sunday night to the following Sunday
17 night, and alternating.

18 THE COURT: All right. Let me take a look
19 at it.

20 MS. ROBB: Sure. It's not stapled,
21 because I know they scan them.

22 THE COURT: That's okay. Then at the time
23 that school starts, you've worked that out also?

1 MS. ROBB: Yes. Essentially the last week
2 before school, he will be in Mr. Clark's care.

3 (Whereupon, there was a brief pause while
4 the judge read through the agreed visitation
5 schedule.)

6 THE COURT: All right. So then on the
7 alternating weeks, what time does the visitation
8 begin?

9 MS. ROBB: Well, the trade off is at 7:00
10 p.m.

11 THE COURT: So July 10th to July 12th --

12 MS. ROBB: Oh, no. July 10th -- Mr. Clark
13 worked something out with Mrs. -- It's his weekend
14 this weekend. But Mrs. Clark's sister is still in
15 town, so Mr. Clark will pick Mason up tonight for
16 the weekend.

17 THE COURT: Okay. And then the return on
18 the 12th is at 7:00? The pick up on the --

19 MS. ROBB: The 12th is at 7:00.

20 THE COURT: I see. All right, fine.

21 MS. ROBB: I think there's a paragraph
22 after that that says that.

23 THE COURT: Yes.

1 And I see Mrs. Clark isn't here.

2 MR. POE: She's not here, Your Honor. I'm
3 not sure where she is. But I've been in touch with
4 her, and she is in agreement.

5 MR. HISS: Mr. Poe indicated that he has
6 authority to do all of these things.

7 MR. POE: Yes.

8 THE COURT: And she is aware of all of
9 these terms?

10 MR. POE: She gave me authority, yes.

11 MS. ROBB: We discussed the schedule last
12 night with the parties. After the court recessed,
13 we continued to work; and both parties agreed to the
14 schedule.

15 THE COURT: Well, I'm a little concerned
16 that she's not here, because I'm not quite sure what
17 message is being sent.

18 MR. POE: I believe there may have been a
19 miscommunication as to whether or not her presence
20 was required.

21 THE COURT: It's not required. I did
22 mention yesterday that I would see everybody. I
23 believe I said "even the parties" here. It wasn't a

1 mandatory appearance, but I hope it's not the wrong
2 signal.

3 MR. POE: I don't believe it is, Your
4 Honor.

5 THE COURT: Okay. All right, this order
6 is entered.

7 MS. ROBB: And I don't know if the court
8 wanted my affidavit.

9 THE COURT: Yes, please. Absolutely.

10 MS. ROBB: The parties already have copies
11 of it.

12 THE COURT: All right. And the remaining
13 issue is what?

14 MR. POE: Attorney's fees, Your Honor.

15 THE COURT: Okay. All right, you may
16 proceed.

17 MR. POE: If I could pass up my affidavit?

18 THE COURT: Okay.

19 MR. POE: By way of explanation, the
20 amount on there is lower than it ordinarily would be
21 for this type of case. The reason for that is that
22 Mrs. Clark came to me as part of the John Grad
23 Reduced Income Program which is through the

1 Alexandria Bar Association.

2 MR. HISS: Your Honor, I'm going to
3 interrupt. I have absolutely no problem with Mr.
4 Poe's number.

5 THE COURT: With the reasonableness and
6 the necessity of the fees?

7 MR. HISS: Yes. He has done a yeoman's
8 job at a reduced rate.

9 THE COURT: All right. Okay. Then the
10 question is: Why should your client be awarded
11 attorney's fees?

12 MR. POE: Well, Your Honor, I offered very
13 early in this case to resolve things on a piecemeal
14 basis.

15 It was pretty clear that we weren't going
16 to resolve custody and visitation; it's not the type
17 of case, given the facts here, where that could have
18 been resolved. But I certainly was open to
19 resolving every other issue on a piecemeal basis.

20 And, you know, with the trial upcoming, I
21 sent over a proposed ED worksheet and offered to
22 stipulate to all the numbers that I had listed
23 there. And that could have saved us a great deal of

1 time with respect to this case.

2 And the offer that was on the table, with
3 respect to spousal support, what I was asking for
4 was \$2,200 indefinitely, but that was only because
5 the only counter offer was zero.

6 So I remained willing throughout the case,
7 to resolve all of the issues. And I would ask the
8 court for attorney's fees. Thank you.

9 MR. HISS: Your Honor, very briefly. Mr.
10 Poe was very candid with me, the \$2,200 I never did
11 receive. He said, you know, since we didn't do it
12 piecemeal, he did not send it over to us. The first
13 time I heard it was at the beginning of court.

14 Our offer started at zero for spousal
15 support, because, frankly, we weren't sure how the
16 property was going to shake out and whether there
17 was going to be a need, in her case, and where the
18 custody was going to go. My client's marching
19 orders to me was "get custody," because of the
20 obviously reasons.

21 I'd like to point out to the court that
22 there were two show causes where this court found
23 Mrs. Clark in contempt. You found that she violated

1 this court's orders.

2 I'm going to pass up my attorney's fees
3 statement, which is certainly more than Mr. Poe's, I
4 believe. And I would say that fully 25% of that
5 bill is due to these unnecessary show causes that we
6 had to put on to try to get visitation and try to
7 get Mrs. Clark to do what she was supposed to do.

8 In this case I would ask the court to
9 simply allow Mr. Clark to pay his attorney's fees
10 and Mrs. Clark to pay her attorney's fees.

11 There was no stalling on our part. There
12 was no obstruction. And there were a couple of
13 attorneys involved prior to me, and I think they
14 were prior to Mr. Poe. The only actual issue was
15 the spousal support.

16 Coming in with \$2,200 indefinite versus my
17 offer of zero, probably was a nonstarter. But, at
18 the same time, as you can see the number was
19 something that we had to find out what was going to
20 happen with custody, we had to find out what was
21 going to happen with the house, then we could
22 realistically -- And I didn't want to bifurcate this
23 thing.

1 The guardian ad litem had suggested that
2 we ask this court to bifurcate it on Wednesday. I
3 didn't want to do that -- that was me digging my
4 heels in -- I wanted this court to resolve this
5 matter in the next three days, so we could take care
6 of the house and the child, which I think we've
7 done.

8 I give Mr. Poe all the credit in the
9 world, he had a very trying situation. But I will,
10 once again, reiterate there were two show causes
11 where this court found that she was in contempt, and
12 there have been no repercussions because of that.
13 And if for no other reason, I think the attorney's
14 fees should be carried by the individual parties --
15 borne by the individual parties.

16 THE COURT: All right. Anything further?

17 MR. POE: Just that I forgot to mention
18 there was a show cause that we had to file based on
19 trying to get the marital residence sold and
20 enforcing the October pendente lite order that
21 obligated it to be put on the market. And that
22 required two hearings.

23 The first of which the argument was that

1 the language in the order was ambiguous, and we had
2 to have a judge rule that it was not ambiguous, and
3 that the house needed to be put on the market.

4 And then a separate hearing was required
5 to decide between the parties' realtors, after Mr.
6 Clark already indicated that he was not in agreement
7 that the house should be sold.

8 THE COURT: All right. Your request for
9 attorney's fees is denied.

10 Do you have a date for the order to be
11 submitted?

12 MR. HISS: Your Honor, this court gave us
13 permission to set this matter down for an ore tenus
14 on Monday or Tuesday. We'd like to ask the court to
15 allow us to do that on Monday, so you can have the
16 grounds for the divorce.

17 THE COURT: I won't be here.

18 MR. HISS: Oh.

19 THE COURT: I can do it the following
20 Monday, the 20th -- Actually, the 21st would be
21 better for me.

22 MR. HISS: Does that affect -- We just
23 need to put the grounds in competently.

1 THE COURT: Does that affect what?

2 MR. HISS: Everything.

3 THE COURT: Well, it doesn't affect me.
4 So the 21st for ex parte proof or for ore tenus,
5 rather?

6 MR. HISS: I have a criminal matter that
7 day, Your Honor. How about --

8 THE COURT: What time is your criminal
9 matter?

10 MR. HISS: 9:00.

11 THE COURT: Well, I can give you a lunch
12 time on the 21st if you want it.

13 MR. HISS: That should work.

14 THE COURT: Okay, 12:30.

15 MR. HISS: And if I'm not able to do it,
16 Ms. Lucero can do it.

17 THE COURT: All right. And then you still
18 owe an order? Do you have an order that still has
19 to be submitted?

20 MR. POE: If it pleases the court, I would
21 prefer that we hammer out all of the details and
22 then submit it.

23 THE COURT: That's fine. So you can do

1 that on the same day?

2 MR. POE: Yes.

3 MR. HISS: On the 21st we can just --

4 THE COURT: Yes, you'll work it out and
5 hand the order up on the 21st.

6 MR. HISS: We're literally dollars and
7 cents, not tens and twenties.

8 THE COURT: Okay. All right, that's fine.
9 Anything else?

10 MS. ROBB: No, sir. Thank you so much.

11 THE COURT: Thank you. And, Mrs. Robb,
12 thank you again for your report, it was very
13 helpful.

14 All right, thank you.

15 MR. POE: Thank you, Your Honor.

16 MS. LUCERO: Thank you, Your Honor.

17 (Whereupon, the hearing in the above-
18 entitled matter was concluded.)

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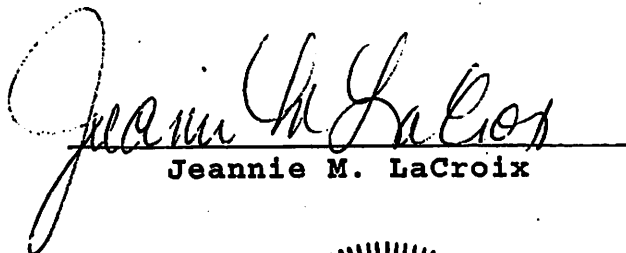
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CERTIFICATE OF REPORTER

I, Jeannie M. LaCroix, the stenographic reporter who was duly sworn to well and truly report the foregoing proceedings, do hereby certify that they are true and correct to the best of my knowledge and ability; and that I have no interest in said proceedings, financial or otherwise, nor through relationship with any of the parties in interest or their counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of August, 2015.


Jeannie M. LaCroix

